

SUPERIOR COURT OF CALIFORNIA,  
COUNTY OF VENTURA  
VENTURA

MINUTE ORDER

DATE: 08/18/2016

TIME: 08:42:00 AM

DEPT: 43

JUDICIAL OFFICER PRESIDING: Kevin DeNoce

CLERK: Hellmi McIntyre

REPORTER/ERM:

CASE NO: **56-2011-00408712-CU-CO-VTA**

CASE TITLE: **North Kern Water Storage District vs City of Bakersfield**

CASE CATEGORY: Civil - Unlimited      CASE TYPE: Contract - Other

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**EVENT TYPE:** Ruling on Submitted Matter

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**APPEARANCES**

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The Court hereby rules on the City of Bakersfield's motion to interpret and enforce the judgment as follows:

The City of Bakersfield's motion to interpret and enforce the judgment is denied. The Court did not retain jurisdiction to "interpret" the judgment and in any event the court disagrees with the City's requested interpretation. This Court only reserved jurisdiction "for the purpose of a party returning to this Court to obtain relief from violations of this Judgment." (Item 12 of final judgment.) To the extent relevant, the Court will consider evidence presented with this motion in connection with North Kern's motion for enforcement (due to a violation of agreement by City.)

In determining what the Court reserved jurisdiction over, the language of the judgment controls. (*Cent. & W. Basin Water Replenishment Dist. v. S. California Water Co.* (2003) 109 Cal. App. 4th 891, 902–904.) Here, the judgment reserved jurisdiction, at item 12 as follows:

*"This Court retains jurisdiction for the purpose of a party returning to this Court to obtain relief from violations of this Judgment."*

There was no retention of jurisdiction to amend the judgment or provide declaratory relief, which is essentially what the City of Bakersfield is requesting. In *Cent. & W. Basin Water Replenishment Dist.*, *supra*, the Court of appeal observed:

*"The broad retention of jurisdiction in the Judgment differs substantially from the limited retention of jurisdiction considered in Big Bear Mun. Water Dist. v. Bear Valley Mutual Water Co. (1989) 207 Cal.App.3d 363 [254 Cal.Rptr. 757] and relied on by WRD. In Big Bear Mun. Water Dist. v. Bear Valley Mutual Water Co., the trial court interpreted a provision limiting continuing jurisdiction to the "interpretation, enforcement or carrying out this Judgment." (Id. at p. 370, italics omitted.) The trial court found that the language excluded any modification of the terms of the judgment. (Id. at p. 374.) Whereas the Judgment in the present case retained expansive jurisdiction to provide for matters not contemplated by the court, the judgment in Big Bear Mun. Water Dist. retained limited jurisdiction only to interpret, enforce, or carry out the judgment. Because the language of the two provisions are entirely different, Big Bear Mun. Water Dist. is inapposite."*

*(Id. at p. 903.)*

The Court's denial of the City's motion is also based in part on the reasoning set forth in the Court's ruling on North Kern's motion to enforce the judgment decided today which is incorporated by reference herein.